

LOG NUMBERS

BGT.

, 8/25/14 CEO 2005 2826,

AUG 27 2014

EXECUTIVE/COUNCIL APPROVAL FORM**MANAGEMENT ROUTING:**

EXECUTIVE John Lovick
 EXEC. DIR. Lenda Crawford
 DEPT. DIRECTOR Steve Thomsen, P.E. *ST*
 DEPARTMENT Public Works
 DIV. MGR. Debbie Terwilleger *KT for DT*
 DIVISION Surface Water Mgmt
 ORIGINATOR Dave Lucas *DL for DL*
 DATE 8/21/14 EXT. 4648

TO: COUNCIL CHAIRPERSON:
SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

☒ Approve ☐ No Recommendation
☐ Further Processing
☐ Requested By _____

Lenda Crawford LENDA CRAWFORD 9/3/14
 Executive Office Signature
 CEO Staff Review *Cep* 8/27/14
 Received at Council Office *at 10:00* 9/15/14

DOCUMENT TYPE:

☐ BUDGET ACTION:
☐ Emergency Appropriation
☐ Supplemental Appropriation
☐ Budget Transfer
☐ CONTRACT:
☐ New
☐ Amendment

☐ GRANT APPLICATION
☒ ORDINANCE
☐ Amendment to Ord. # _____
☐ PLAN
☐ OTHER

DOCUMENT / AGENDA TITLE:

RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS

APPROVAL AUTHORITY:

EXECUTIVE _____ COUNCIL ☒
 CITE BASIS RCW 39.34.030

HANDLING: NORMAL ☒ EXPEDITE _____ URGENT _____ DEADLINE DATE 9/15/14

PURPOSE:

To approve the recommendations of the committee to award the Snohomish County Flood Damage Reduction Grant Program funds and direct the Executive to execute Interlocal agreements with three special purpose districts to distribute the funds.

BACKGROUND:

- The County recognizes the value of repairing damages to Special Purpose District (District) facilities to maintain flood protection to homes, farms and County roads.
- Districts manage their facilities to improve the farming and use of agricultural land along Snohomish County Rivers and to drain flood waters after major floods.
- Districts, as part of ongoing repair and maintenance programs, need to finalize repairs to portions of their respective flood control structures.
- The County has established a Flood Damage Reduction Grant Program and approved a total funding amount of \$150,000 in the 2014 Surface Water Management Budget to benefit flood management in Snohomish County.
- Applications for the Grant Program were mailed out in April and two applications were returned.
- An ad-hoc committee consisting of members of the Coordinated Diking Council, Stillaguamish Flood Control District, the past US Army Corps of Engineers Snohomish Basin Flood Engineer, the Snohomish Conservation District engineer, and the City of Everett met in July 2014 to review, rank and submit for Council approval three recommendations for awarding the grant funds.

- See attached narrative of award process and recommendations, Exhibit A.
- Passage of this Ordinance will direct the Executive to execute the attached Interlocal Agreements with Stillaguamish Flood Control District and Marshland Flood Control District (Exhibits B & C) as provided in RCW 39.34.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
415 506 5115 4191 Special District Payments	\$150,000		\$150,000
TOTAL	\$150,000		\$150,000

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
415 306 111 9714 OpT. Co. Rd.	\$150,000		\$150,000
TOTAL	\$150,000		\$150,000

DEPARTMENT FISCAL IMPACT NOTES:

Funds for this program have been approved in the 2014 SWM Budget

BUDGET REVIEW: Analyst SD Administrator RZ Recommend Approval ✓

CONTRACT INFORMATION:

SWM Project Number:

ORIGINAL _____ CONTRACT # _____ AMOUNT \$ _____
 AMENDMENT _____ CONTRACT # _____ AMOUNT \$ _____

CONTRACT PERIOD:

ORIGINAL Start upon Execution End 12/31/14
 AMENDMENT Start _____ End _____

CONTRACT / PROJECT TITLE:

CONTRACTOR NAME & ADDRESS (City/State only):

APPROVED:

RISK MANAGEMENT Yes _____ No N/A

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes X No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

G:\ECAF\Dept06_pw\swm\2014_ECAF_SWFlood_Damage_Reduction_Grant.docx
 G:\ECAF\Dept06_pw\swm\Flood-Control-Grant-Ord-2014.docx
 G:\ECAF\Dept06_pw\swm\2014_committee_recommendations.docx
 G:\ECAF\Dept06_pw\swm\SFCD-Grant Fund Interlocal-2014.docx
 G:\ECAF\Dept06_pw\swm\MFCD-Grant Fund Interlocal-2014.docx

Council 2005-2826 - ECAF.docx
- Ordinance.docx
- Recommendations.docx
- SFCD ILA.docx
- MFCD ILA.docx

ADDITIONAL ATTACHMENTS:

- ORDINANCE NO. 14-____ RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND MARSHLAND FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (THREE COPIES).
- INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STILLAGUAMISH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (THREE COPIES).

1 APPROVED:
2 EFFECTIVE:

3
4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON
6

7 ORDINANCE NO. 14-____
8
9

10 RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT
11 PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE
12 REDUCTION GRANT PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO
13 EXECUTE INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING
14 THE EXPENDITURE OF GRANT FUNDS
15
16

17 WHEREAS, chapter 86.09 RCW allows local communities to create special
18 purpose flood control districts for the protection of life and property, the preservation of
19 the public health and the conservation and development of the natural resources of the
20 state of Washington; and
21

22 WHEREAS, special purpose flood control districts have been formed under
23 chapter 86.09 RCW within Snohomish County, including Marshland Flood Control
24 District; and,
25

26 WHEREAS, chapter 85.38 RCW allows local communities to create special
27 purpose districts to provide diking, drainage and/or flood control facilities and services;
28 and
29

30 WHEREAS, special purpose flood control districts have been formed under
31 chapter 85.38 RCW within Snohomish County, including the Stillaguamish Flood
32 Control District; and
33

34 WHEREAS, for purposes of this ordinance the Marshland Flood Control District
35 and the Stillaguamish Flood Control District shall be collectively referred to as the
36 "Districts"; and
37

38 WHEREAS, the Districts manage their respective flood control and protection
39 facilities to improve the farming and use of agricultural land along Snohomish County
40 rivers and to drain flood waters after major floods; and
41

42 WHEREAS, certain facilities owned, operated and/or maintained by the Districts
43 recently suffered damage from severe weather events; and

ORDINANCE NO. 14-____
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 1

1
2 WHEREAS, the Snohomish County Council ("County Council") recognizes the
3 importance of repairing damages to the various flood control and protection facilities
4 that are owned, operated and/or maintained by the Districts; and
5

6 WHEREAS, as a part of Snohomish County's 2014 Budget for the Division of
7 Surface Water Management of the Department of Public Works, the County Council
8 established a Snohomish County Flood Damage Reduction Grant Program (the
9 "Program") having a total funding amount of One Hundred Fifty Thousand Dollars
10 (\$150,000) (the "Grant Funds");
11

12 WHEREAS, a committee was established (the "Ad-Hoc Committee" or "Ad-Hoc
13 Committee for the Snohomish County Flood Damage Reduction Grant Program") to
14 publicize the existence of the Program and solicit and accept applications requesting a
15 portion of the Grant Funds for use in proposed projects to repair flood control facilities;
16 and
17

18 WHEREAS, the Ad-Hoc Committee has received and reviewed numerous
19 applications requesting some or all of the Grant Funds for use in proposed projects to
20 repair flood management facilities; and
21

22 WHEREAS, the Ad-Hoc Committee recommends awarding the Grant Funds to
23 the Districts in the amounts and for the purposes described in Exhibit A attached hereto;
24 and
25

26 WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, allows local
27 governmental entities to make efficient use of their resources by cooperating with each
28 other on a basis of mutual advantage to meet the needs of local communities; and
29

30 WHEREAS, the County Council held a public hearing on _____,
31 2014, to hear public comment and consider (i) approving the recommendation of the
32 Ad-Hoc Committee, (ii) authorizing the distribution of the Grant Funds, and
33 (iii) authorizing the Snohomish County Executive ("County Executive") to execute
34 interlocal agreements with the Districts regarding the expenditure of the Grant Funds;
35

36 NOW, THEREFORE, BE IT ORDAINED:
37

38 Section 1. The County Council hereby adopts the foregoing recitals as findings
39 of fact and conclusions as if set forth in full herein.
40

41 Section 2. The County Council approves the recommendation of the Ad-Hoc
42 Committee for the Snohomish County Flood Damage Reduction Grant Program

ORDINANCE NO. 14-_____
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 2

1 regarding the distribution of the Grant Funds and authorizes the distribution of those
2 funds in the manner described in Exhibit A hereto.

3
4 Section 3. The County Council authorizes the County Executive to execute the
5 Interlocal Agreement Between Snohomish County and Marshland Flood Control District
6 for Flood Damage Reduction in the form set forth as Exhibit B hereto.

7
8 Section 4. The County Council authorizes the County Executive to execute the
9 Interlocal Agreement Between Snohomish County and Stillaguamish Flood Control
10 District for Flood Damage Reduction in the form set forth as Exhibit C hereto.

11
12 *[The remainder of this page is intentionally left blank.]*
13
14

1
2
3 PASSED this ____ day of _____, 2014.
4
5

6
7 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

8
9
10 Clerk of the Council

Council Chair

11
12
13
14 () APPROVED

DATE: _____


15
16 () EMERGENCY

17
18 () VETOED

19
20
21
22 ATTEST: _____
23
24
25

John Lovick
County Executive

26 Approved as to form only:

27
28
29  8-15-14
30 Deputy Prosecuting Attorney
31

ORDINANCE NO. 14-____
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 4

**EXHIBIT A
to
ORDINANCE NO. 14-____**

**2014 Snohomish County Flood Damage Reduction Grant Program Ad-Hoc
Committee Recommendations**

[See Attached]

ORDINANCE NO. 14-____
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION
GRANT PROGRAM; AWARDED THE SNOHOMISH COUNTY FLOOD DAMAGE
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 5

Committee Recommendations

July 7th, 2014

Members

Chuck Hazelton, Stillaguamish Flood Control District

Roy Harris, City of Everett, Public Works Department

Norm Skjelbreia

Kelly Cahill, Snohomish Conservation District

Dave Lucas, Snohomish County Public Works

Neil Wheeler, French Slough Flood Control District

Purpose of the Committee

The purpose of the committee is to review the applications submitted for Snohomish County Flood Damage Reduction Grant Program funds; and to reach agreement on the distribution of these funds, which total \$150,000.

Qualifications and Criteria

Grant applications had been sent out to all committee members prior to the meeting. Information on qualifications and criteria was also available as a handout distributed in the meeting packet, and is summarized as follows:

- Eligibility - Jurisdictions who were awarded funds in the previous year must have successfully complied with the following:
 - Obtained all required permits and easements for the project and complied with all the permit conditions.
 - Allowed county staff to inspect the final project.
 - Submitted documentation of project expenses and completion within three months of completing project.
- Criteria for evaluating applications
 - Submitted by an entity that is an eligible special purpose district under state law.
 - Project must have public benefit to County roads. Subcategories under this include: public infrastructure protected, habitat design elements, number of citizens protected, and acres of land protected
 - Projects should address the repair and maintenance of flood control structures.
 - Projects must be consistent with the specific river basin Comprehensive Flood Control Management Plan recommendations.
 - Consideration should be given to the financial need of the applicant and to the existing level of flood protection at the proposed project site.

2014 Applications Received: Discussion and Evaluation

Members reviewed the applications, and contributed their initial thoughts.

Stillaguamish Flood Control District

Levee Repair and Maintenance

Estimated Project Cost	\$67,000
Grant Request	\$50,000
Sponsor Match	\$17,000 (25%)

Marshland Flood Control District

Levee Repair along Snohomish River across from the mouth of Pilchuck River

Estimated Project Cost	\$192,000
Grant Request	\$142,000
Sponsor Match	\$ 50,000 (26%)

Project selection and grant awards

Committee consensus is one of the main elements in selecting projects in the program. All committee members agreed that the projects met the criteria as outlined above and all were moved forward for funding consideration. The committee felt that funding the two projects was important, but requested that the funding be contingent upon the Districts supplying additional information prior to the County disbursing funding.

Prior to receiving funding, Marshland Flood Control District shall forward a letter to the County from a Licensed P.E. in Washington State stating that its proposed project design is appropriate for the project location, along with a detailed project description outlining length of levee repaired and specific location.

Prior to receiving funding Stillaguamish Flood Control District shall forward to the County a detailed project description outlining length of levee repaired and specific location.

Recommended amounts for award:

Stillaguamish Flood Control District	\$50,000
Marshland Flood Control District	<u>\$100,000</u>
TOTAL	\$150,000

**EXHIBIT B
to
ORDINANCE NO. 14-___**

**Interlocal Agreement Between Snohomish County and Marshland Flood
Control District for Flood Damage Reduction**

[See Attached]

ORDINANCE NO. 14-___
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 6

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND MARSHLAND FLOOD CONTROL DISTRICT
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND MARSHLAND FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this "Agreement") is made and entered into as of this ____ day of _____, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Marshland Flood Control District, a special purpose district organized under chapter 86.09 RCW (the "District").

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish River and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winter of 2013/2014;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2014 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District's levees, the estimated cost of which is One Hundred Ninety Two Thousand Dollars (\$192,000);

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of One Hundred Thousand Dollars (\$100,000) to support the District's proposed project;

WHEREAS, the County Council has, through Ordinance 14-____, approved the Ad-Hoc Committee's recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

I. Responsibilities of the Parties:

A. Snohomish County:

1. The County agrees to contribute One Hundred Thousand Dollars, (\$100,000) (the "Contribution") of the Grant Funds to the District to be used for levee repairs, as described in the District's application submitted to the Ad-Hoc Committee (the "Project").
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

B. Marshland Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Project.
2. The District agrees to pay for all costs associated with the Project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
3. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent.
4. The District agrees to allow County staff to inspect the completed Project.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete the Project without good cause, the District agrees that such failure shall make the District ineligible to receive any grant funds that might otherwise be available from the County for flood damage reduction during the 2015 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2014.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Marshland Flood Control District

P.O. Box 85

Snohomish, WA 98291

Attn: Gary Brandstetter, Secretary/Manager

Snohomish County Dept. of Public Works

Surface Water Management Division

3000 Rockefeller Ave, M/S 607

Everett, WA 98201-4046

Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE COUNTY:

Snohomish County, a political subdivision of
the State of Washington

THE DISTRICT:

Marshland Flood Control District, a special
purpose district organized under
chapter 86.09 RCW

By _____

Name: _____

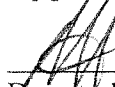
Title: _____

By _____

Name: _____

Title: _____

Approved as to Form:

 8-15-14
Deputy Prosecuting Attorney

[The remainder of this page is intentionally left blank.]

EXHIBIT C
to
ORDINANCE NO. 14-__

**Interlocal Agreement Between Snohomish County and Stillaguamish Flood
Control District for Flood Damage Reduction**

[See Attached]

ORDINANCE NO. 14-__
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION
GRANT PROGRAM; AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 7

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND STILLAGUAMISH FLOOD CONTROL DISTRICT
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STILLAGUAMISH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this "Agreement") is made and entered into as of this ____ day of _____, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Stillaguamish Flood Control District, a special purpose district organized under chapter 85.38 RCW (the "District").

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Stillaguamish River and to drain flood waters after major floods;

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities damaged during the winter of 2013/2014;

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads;

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2014 Surface Water Management Budget to benefit flood management in Snohomish County;

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects;

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District's levees, the estimated cost of which is Sixty Seven Thousand Dollars (\$67,000);

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Fifty Thousand Dollars (\$50,000) to support the District's proposed project;

WHEREAS, the County Council has, through Ordinance 14-____, approved the Ad-Hoc Committee's recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an interlocal agreement with the other;

AGREEMENT

NOW, THEREFORE, the County and the District agree as follows:

I. Responsibilities of the Parties:

A. Snohomish County:

1. The County agrees to contribute Fifty Thousand Dollars, (\$50,000) (the "Contribution") of the Grant Funds to the District to be used for levee repairs, as described in the District's application submitted to the Ad-Hoc Committee (the "Project").
2. The County shall disburse the Contribution to the District within approximately sixty (60) days after the date on which this Agreement is fully executed by both parties.

B. Stillaguamish Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Project.
2. The District agrees to pay for all costs associated with the Project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
3. The District agrees to provide to the County copies of receipts for labor, materials and equipment showing how the Contribution was spent.
4. The District agrees to allow County staff to inspect the completed Project.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete the Project without good cause, the District agrees that such failure shall make the District ineligible to receive any grant funds that might otherwise be available from the County for flood damage reduction during the 2015 calendar year.

II. Effectiveness and Duration:

A. This Agreement shall become effective when each of the following has occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of the Agreement by the duly authorized representative of each of the parties hereto; and
3. In accordance with RCW 39.34.040, the fully executed Agreement is either (i) filed with the Snohomish County Auditor, or (ii) posted on the County's Interlocal Agreements website.

B. This Agreement shall expire on December 31, 2014.

III. Amendments, Extension or Termination:

This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Stillaguamish Flood Control District
P.O. Box 2512
Stanwood, WA 98292
Attn: Chuck Hazleton, Commissioner
Snohomish County Dept. of Public Works
Surface Water Management Division
3000 Rockefeller Ave, M/S 607
Everett, WA 98201-4046
Attn: Director

VIII. Hold Harmless and Indemnification:

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement. The provisions of this Section VIII shall survive the expiration or earlier termination of this Agreement.

IX. Interlocal Cooperation Act:

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

THE DISTRICT:

Stillaguamish Flood Control District, a special purpose district organized under chapter 85.38 RCW

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

 8-15-14
Deputy Prosecuting Attorney

[The remainder of this page is intentionally left blank.]